

JAMES J. BROSNAHAN (CA SBN 34555)  
[JBrosnahan@mofo.com](mailto:JBrosnahan@mofo.com)  
JUDSON E. LOBDELL (CA SBN 146041)  
[JLobdell@mofo.com](mailto:JLobdell@mofo.com)  
MORRISON & FOERSTER LLP  
425 Market Street  
San Francisco, California 94105-2482  
Telephone: 415.268.7000

JAMES W. HUSTON (CA SBN 115596)  
[JHuston@mofo.com](mailto:JHuston@mofo.com)  
MORRISON & FOERSTER LLP  
12531 High Bluff Drive, Suite 100  
San Diego, California 92130-2040  
Telephone: 858.720.5100  
Facsimile: 858.720.5125

Attorneys for Defendant  
LUCASFILM LTD.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RAND INTERNATIONAL, INC.,  
Plaintiff,  
v.  
LUCASFILM LTD.,  
Defendant.

Case No. CV-08-3897-JSW

**DECLARATION OF DAVE  
ANDERMAN IN SUPPORT OF  
DEFENDANT'S OPPOSITION TO  
PLAINTIFF'S EX PARTE  
APPLICATION FOR TEMPORARY  
RESTRAINING ORDER**

Date: August 22, 2008  
Time: 9:00 a.m.  
Ctm: 2  
Judge: Hon. Jeffrey S. White

1 I, David J. (Joshua) Anderman, hereby declare as follows:

2 1. I am the Senior Director of Business Affairs for Lucasfilm Ltd. ("Lucasfilm"). I  
3 have been with the company's Business Affairs department since March 1998. I am an attorney,  
4 licensed to practice in the State of California. Except for any matters stated on information and  
5 belief, of which I am informed and which I believe are true, I have personal knowledge of the  
6 facts stated in this declaration.

7 2. Following issuance of the termination notice to Rand on June 18, 2008, I  
8 participated in a number of discussions and corresponded frequently with Rand regarding the test  
9 results from Bureau Veritas ("BV"), as well as general questions of quality control. With respect  
10 to the BV results showing unacceptable levels of lead on a *Star Wars* branded bike, Rand insisted  
11 that there must be something wrong with the tests. However, Rand provided no evidence either  
12 to support the allegations that the tests were incorrect or to indicate that Rand was engaged in a  
13 proactive strategy to determine how such a high lead presence could result. Rand merely asserted  
14 that the test was incorrect because there could be no explanation for why different components of  
15 the 16" Clone Wars bike received uniform test results, and therefore the tests must be mistaken.  
16 Rand repeatedly asserted that it was impossible that all of the different components of the bike  
17 had the same result for their surface paint lead count. Attached hereto as Exhibit 1 is a true and  
18 correct copy of the June 23, 2008 letter from Allen Goldmeier to Christine Talarides, an attorney  
19 in the Lucasfilm Business Affairs Department who reports to me.

20 3. After repeated requests to Rand representatives that they retest with BV—an  
21 established testing center, and the same company that conducted the original lead paint tests that  
22 failed—and after having received various excuses from Rand, including the suggestion that it  
23 would take a month to retest, I personally called BV on or around July 9, 2008. I spoke with Jada  
24 Lam, an executive in BV's consumer service division, preliminarily, and was referred to Joyce  
25 Chan in the heavy metals department of BV's Toy, Premium, and Juvenile Products Division.  
26 Through conversations with BV I learned that the reason the lead results on the failed product  
27 safety test for the 16" Clone Wars bicycle resulted in a uniform lead count on different parts of  
28

1 the bicycle was because the test center conducts its lead test by color sampling—scraping samples  
2 of black paint from different parts of the bicycle and mixing it together for testing.

3 4. I asked BV if they had a testing backlog and they said that, in fact, they were not  
4 very busy. Although the usual turnaround time is 13 days for a test, I was told that they could  
5 turn a test around in eleven days. For an extra charge the test could be expedited to three days.

6 5. During that conversation I further learned that BV did not have any record that any  
7 Clone Wars bikes had been resubmitted for testing by Rand.

8 6. Quite soon after our conversation, on July 10, 2008, I received a communication  
9 from Joyce Chan of the Heavy Metals Department, Toys, Premium and Juvenile Products  
10 Division of BV confirming the color sampling methodology used on the 16” Clone Wars bicycle.  
11 Attached hereto as Exhibit 2 is a true and correct copy of the July 10, 2008 series of e-mails  
12 between Joyce Chan and myself.

13 7. On July 10, 2008, BV also e-mailed to me a picture indicating the parts on the bike  
14 from which the contaminated paint came. Attached hereto as Exhibit 3 is a true and correct copy  
15 of the July 10, 2008 series of e-mails between BV and myself, along with a copy of the picture of  
16 the bike that had been tested.

17 8. On July 11, 2008, I sent Mark Worksman at Rand a letter describing this  
18 conversation with BV. I did not receive any response from Rand to these points. Attached hereto  
19 as Exhibit 4 is a true and correct copy of the July 11, 2008 letter to Mark Worksman from me.

20 9. Based on information and belief, Rand has never retested the bike in question that  
21 failed the paint test.

22 10. On June 18, 2008 and again on June 20, and in other correspondence and  
23 conversations, we demanded a recall of Licensed Products, pursuant to section 4.6 of the  
24 Licensing Agreement. Attached hereto as Exhibit 5 is a true and correct copy of the June 18,  
25 2008 letter to Mark Worksman from Christine Talarides and the June 20, 2008 letter to Mark  
26 Worksman from Christine Talarides.

27 11. On information and belief, Rand never performed a recall of any of its *Star Wars*  
28 branded products.



# Exhibit 1

**Kristina Anderson**

---

**From:** Allen Goldmeier [agoldmeier@randinternational.com]  
**Sent:** Monday, June 23, 2008 2:39 PM  
**To:** Christine Talarides  
**Cc:** 'mworksman'; 'Goldmeier, Steve - Rand Int'l, USA'; 'RAND - Peter Pergament'; Kristina Anderson; David Anderman; Howard Roffman; Paul Southern; C1219@aol.com  
**Subject:** Re: Merchandising License Agreement - Contract # L5179  
**Attachments:** 06 23 08 Star Wars Products Listing.doc

June 23, 2008

Ms. Christine K. Talarides  
 Director of Business Affairs  
 Lucas Film Ltd  
 P.O. Box 29901  
 San Francisco, CA 94129

Dear Ms. Talarides:

I was extremely surprised to get your letters of June 18<sup>th</sup> and June 20<sup>th</sup> 2008. Quite frankly I was surprised Lucas Film chose to terminate Rand instead of giving us an opportunity to evaluate the circumstances and do corrective action, if necessary, under Rand's own Quality Assurance Program. Rand would never make or sell any product that would create a risk or danger to society, as you will learn after you review the facts. Rand has sold millions of products for over thirty years with little or no incident. In addition, I see no reason to terminate Rand for its behavior as Rand did nothing wrong. In fact, Rand has placed many Star Wars sku's merchandise that is scheduled to be shipped unrelated to these incidents you referred to.

In any event, I am replying to your letter dated June 20, 2008, and as you could see from the information that follows, I will do my best to provide you every detail pertaining to your request via total disclosure. No doubt part of my presentation will include my best effort to convince you that Rand is a responsible supplier in spite of existing documentation and a retailer's complaint which may lead you to believe otherwise. There is a lot more to be told in what is going on here, and surely Rand is most conscientious as it pertains to proper quality. I realize you are citing the certification failures performed at an independent lab forwarded to you by TRU; and in no way is Rand downplaying these failures. I would like to tell you the full story while providing you the additional information you requested.

**1. Star Wars Folding Scooters:**

Steven Goldmeier has been promising you a Star Wars test certification for the past week, and we expected to have this to you last week, although a backlog at Intertek Testing Labs resulted in not being able to get this to you in the timeframe that we had hoped. Rand's supplier has received a verbal pass result from Intertek Testing Labs today, although the official certification document will be issued tomorrow. This is pretty standard, and I expect to forward the Star Wars Folding Scooter certification to you by tomorrow.

6/23/2008

To tell you more about our scooter business; Rand supplies the same Folding Scooter model that we are supplying in the Star Wars brand to Wal-Mart in our generic "Jackknife" sku. This very same model has been supplied to Wal-Mart since January of 2007, and continues to grow at Wal-Mart via added distribution. We are approaching 300,000 units shipped to date and for second half Wal-Mart plans an additional 500,000 units (no exaggeration) of this same scooter of which approximately 60,000 units are projected to be Star Wars. These additional 60,000 units come from the positive sales result of the initial Star Wars Folding Scooters that we shipped to Wal-Mart a few weeks back, and reported to you this past Friday.

This Folding Scooter model has been a proven quality model and the testing certification that we will send you tomorrow for this Star Wars model is addendum to the BV Testing Lab test certification performed last Fall, previously sent to you. Rand has tested the same model intermittently before then. We also supplied this exact same Folding Scooter to TRU three years ago (approximately 38,000 pieces) in our Batman brand, and we could pull out this prior certification for you as well, if you require. Wal-Mart has also committed to purchase the Batman Folding Scooter from Rand, also approximately 60,000 pieces, as well for second half distribution.

The reason the Folding Scooter recently failed the BV Testing Lab under TRU's testing is because the protocol of the BV test was incorrectly processed for a 200 lb rider. This incorrect test approach testing for a 200 lb rider is what caused the failure, although at present ITS (Intertek) Testing Lab's pass certification, and the prior test certification at BV Testing Labs under the correct test procedure, has always passed. The product we shipped in the past is proper standard per the certification we can document.

2. **Star Wars Skateboards:**

Rand has supplied several million Skateboards to the market since I started doing business in 1976. We supplied a few hundred thousand units to TRU in many different brands over the years without problems.

We have a pass BV Testing Lab certification dated May 30<sup>th</sup>, and a failed BV Lab certification dated June 16<sup>th</sup> due to an incorrect date code application. The failure of the second lab test performed for TRU is not indicative of a quality issue; instead TRU has an added requirement above and beyond the industry norm, which is to put date codes on their product. TRU requires the date code affixed to the master carton (which was complied with), the retail packaging (which was complied with), and on the product itself (which the factory carelessly put the date code on the wrapping of the Skateboard instead). For this reason Rand failed on the second submission, although the factory is presently in the process of re-applying the date code properly.

In the meantime, TRU cancelled the order.

3. **Star Wars Helmets:**

Rand has supplied licensed helmets to the market for over twenty years via over twenty licensed brands. Recently we tested your Star Wars Helmets under the TRU PO# at BV Testing Labs. BV themselves is not equipped to do the required CPSC testing standard as this is done by Intertek Testing Labs in the USA. When we recently submitted our Star

Wars Helmets to BV Testing Labs for certification the factory submitted the testing samples along with the Intertek CPSC certifications as required. Helmets are made from a mold and once the shell meets CPSC standards they will continue to do so as long as the same model (shell) is used. Generally speaking the industry accepts the Intertek Testing Lab certification beyond a one-year period, although TRU's unique requirement is that the Intertek CPSC certification is performed updated within a twelve-month period. When BV Testing Labs cited the Intertek certification was not dated as per the TRU requirements our China Helmet supplier resent the Star Wars samples to Intertek in the USA for an updated CPSC certification. Intertek reissued these certifications to cover the Star Wars Helmets on June 6, 2008. The cargo is made and sitting at our China Factory, although TRU has cancelled their PO requirement.

**4. Star Wars Toy Skate Combos:**

Our China vendor makes Toy Skate Combos for practically every licensed brand and their product is retailed at practically every USA hard goods vendor today. Rand has used the same factory for many years supplying branded Toy Skate Combos. We have the required TRU test certification on file and the TRU order remains valid for their Star Wars Toy Skate product requirement (I believe).

**5. Star Wars Bicycles 12"/16":**

Please note as follows:

Rand originally purchased 12" and 16" Star Wars Bicycles from the following China Vendor; Topright Factory. The above product was shipped to Rand FOB Ningbo and we have previously imported the following quantities from this supplier:

275 pcs	SW-1268	Carson, CA
275 pcs	SW-1668	Carson, CA
1,100 pcs	SW-1268	Farmingdale, NY
1,100 pcs	SW-1668	Farmingdale, NY

Rand has BV Testing Lab certifications in hand covering the above product made by Topright Factory.

Rand has only supplied 12"/16" bicycles to Wal-Mart and Commat Toy Store produced by the Topright Factory. The product shipped to these two customers is indicative of the BV Testing Lab certifications Rand presently has in hand. Thereafter Rand submitted testing samples of 16" Star Wars bicycles produced from a second factory as follows:

5,520 pieces	B-168L	Li Wang Cycle Jurong Co., Ltd 212400 TaiWan Town North of Ning Hang Road Jurong, Jiangsu, China
--------------	--------	--

The BV test for the sample submitted from this newer second factory failed for lead content and some other specific TRU labeling requirements. Rand's factory cannot understand why they are cited for lead content when they tell us their paint supplier has lead free certifications for their paint. Here is the problem. A bicycle is assembled and sold to the importer from the factory, although a bicycle consists of many individual components from the assemblers' sub-vendors. The failed BV test cites that every part has the same lead



content level, although this is a mistake as it is not possible for this to happen. Our factory is trying to find out which part of many may be where lead content is being found by BV Testing Labs, although it's impossible that almost the entire bicycle has lead content as the failed report cites. The factory is trying to find out if the failed sample is still at hand with the BV Testing Labs so we could test the same model further. Further the factory has additional samples that were produced from the same allotment from Li Wang Cycle. We need further time to investigate where the problem lies, and we will soon be able to determine the problem. Once we find out where the problem is we will report back to Lucas Film.

In the meantime, Rand will assure you today not one piece of the Star Wars bicycles made by Li Wang Cycle will come to the USA market. The only bicycles that Rand has distributed to date were produced from Topright and certified by BV Testing Labs.

Regarding Wal-Mart:

Wal-Mart has committed to an extensive Star Wars program to be supplied from Rand. The products that you asked Rand to recall from Wal-Mart in your June 20<sup>th</sup> letter are quality problem free products. Rand has supplied these same products to market (and Wal-Mart) for many years and we feel it would be a mistake to recall them as these products meet certification and no risk or danger to society.

The 3-Wheel Toy Scooters; we expect to have a pass certification momentarily on the Star Wars model, although Rand has supplied Toy Scooters to the marketplace for several years and we have prior certifications for this model.

More regarding Wal-Mart; Rand presently has the Star Wars Battery Operated Quad placed with Wal-Mart. For second half 2008 program they are projecting approximately 100,000 units – approximately \$4million dollars in revenues. Rand has supplied Spiderman Battery Operated Quads to Wal-Mart for the past two years in excess of 200,000 units, and the Rand Spiderman model continues at Wal-Mart for second half. Due to Rand's positive past supply of Battery Operated Quads to Wal-Mart; Wal-Mart has also nominated Rand as their second half 2008 supplier for Disney Princess and Disney Fairies Battery Operated Quads, supplying to Wal-Mart under their DTR license. The total second half program of these four sku's, including the Star Wars model, is forecasted also at 450,000 units, and as mentioned 80,000 in the Star Wars brand. Rand presently has updated certifications of the Spiderman model issued within the past couple of weeks from Intertek Testing Labs. The same exact Quad presently certified in the Spiderman model is made in the Star Wars brand. The test certifications for Battery Operated Quads are extensive and take approximately 25 days to issue. Rand will supply it to Lucas Film immediately upon issuance.

For the Star Wars Quad Rand has approximately 21,000 units in transit which will distribute to Wal-Mart between July 8<sup>th</sup> to approximately July 23<sup>rd</sup>. This product is earmarked for Wal-Mart's retail set date for this item. IN early timeframe Rand has placed multiple Star Wars sku's at Wal-Mart. Rand presently has Star Wars product either presently placed or pending placement at every important hard goods retailer.

Regarding Toys R Us:

You know the story and this has become a political situation that is bringing an unusual perspective to what's truly going on. We hope Lucas Film continues to be fair while we are working hard building a responsible Star Wars distribution to all retailers, including Toys R Us.

We hope Toys R Us will allow Rand a second chance, no different than they allow almost every other of their vendors. Rand will find out very soon if Toys R Us will grant Rand a second chance request, although this is my concern. Rand is presently formulating a proposal to Toys R Us that would be difficult for them to refuse, although if they do refuse, then this alone is the unfair political problem that is creating this difficult situation.

Previously Rand felt we had a solution to the Toys R us problem when we approached TRU and proposed we would supply the Rand licensed Star Wars products utilizing a preferred nominated factory that Toys R Us was interested to manufacture this product. In this case Rand would take TRU's ex-factory price and we would include the appropriate margin to the OEM price to include Rand's royalty and margin requirements. We would make sue while supplying from TRU's select factory we would transact each transacted shipment in accordance with the Star Wars contract requirement. We felt this would be the best way to supply Toys R Us' program and they themselves could negotiate the OEM price prior to Rand adding on our royalty/margin formula. At this time TRU would not accept this proposal although it's still on the table if TRU is willing to revisit.

1. As of today Rand is resending our sales to date report which includes some shipments omitted when we hastenedly sent the information to you late Friday, prior to running in depth reports.
2. Rand has also sent you our present inventories. There are additional quantities which we are receiving today into our warehouse; a container of scooters and a container of launchers which we are reporting today in our domestic inventory update.
3. Rand sent you the names of our China suppliers for our various products produced to date.
4. Of most importance Rand will freeze our present inventory and will refrain from shipping to provide you a chance to review the documentation you requested and which Rand submitted today.
5. Of even greater importance Rand will now send new samples to BV and Intertek Testing Labs for reassurance that our products are in proper compliance of standards. We are confident they have been and retesting will prove the same. Of greatest relevance is to find out why the 16" Star Wars bicycles from our second supplier included a detailed lead content, although I will assure you these bicycles will not enter the country.
6. Regarding TRU; we will revisit with them as mentioned previously in this presentation.

Rand will initiate all measures to continue a responsible supply and we will continue to provide Lucas Film with all information requested as fast as possible. We ask you to review the information sent today as we are confident there is no necessity to issue a recall of any product shipped to date.

In all respects Rand greatly values the Lucas Film license and will continue to manage it in a responsible manner. Could you please reverse the termination per this presentation?

Sincerely,

6/23/2008

Allen Goldmeier

6/23/2008

June 23, 2008 Page 1

**Model #: SW-1268 12" Star Wars Bicycle**

Name of China Factory: Topright Cycle Technology (Ningbo) Co., Ltd.  
Maoshan Industrial Zone  
Ningbo 315193, Zhejiang China

# of Units Shipped: 1,375 pieces

When Shipped: April 20<sup>th</sup>

Current Location of Shipments:

Customer Name: Wal-Mart: 200 pieces for test order

Comatt: 12 pieces

Rand's Present Inventory: 1,163 pieces

**Model#: SW-1668 16" Star Wars Bicycle**

Name of China Factory: Topright Cycle Technology (Ningbo) Co., Ltd.  
Maoshan Industrial Zone  
Ningbo 315193, Zhejiang China

# of Units Shipped: 1,374 units

When Shipped: April 20<sup>th</sup>

Current Location of Shipments:

Customer's Name: Wal-Mart: 200 pieces for test order

Comatt: 12 pieces

Rand's Present Inventory: 1,162 pieces

**Model #: SW-021 Folding Scooter**

Name of China Factory: JinYun HengFeng Aluminum Co., Ltd.  
Xinxi Road, Xinjian town, JinYun City  
Zhejiang, China

#of Units Shipped: 9,313 units

When Shipped: April 14<sup>th</sup>

Current Location of Shipments:

Customer Name: Wal-Mart: 8,658 pieces

Rand's Present Inventory: 655 pieces before June 23<sup>rd</sup>.

**Model #: SW-5 Star Wars 3 Wheel Toy Scooter**

Name of China Factory: Zhejiang Hongsheng Mfg. Co., Ltd.  
Huangdian Industrial Area, Yongkang City  
Zhejiang, China

# of Units Shipped: 3,328 pieces

When Shipped: May 19<sup>th</sup>

Current Location of Shipments:

Customer's Name: Wal-Mart: 2,705 pieces

Rand's Present Inventory: 623 pieces before June 23<sup>rd</sup>.

June 23, 2008 Page 2

**Model #: ML-999110 Star Wars Mints:**

Name of USA Factory: F & F Foods  
3501 W. 48<sup>th</sup> Place  
Chicago, IL 60632

# of Units Shipped: 201,600 units

When Shipped:

Current Location of Shipments:

Customer's Name: Wal-Mart: 167,440 pieces

Rand's Present Inventory: 34,160 pieces

**Model #; SW-60000BG Star Wars 16" Beach Ball:**

Name of China Factory: Modern Plastic Mfg. Ltd.  
Liushi Developing Area  
Liushi Town  
Dongyang, Zhj China

# of Units Shipped: 5,370 pieces

When Shipped:

Current Location of Shipments: B

Customer's Name: Bazaar - 4,656 pieces

Shepher Dist. - 480 pieces

Rand's Present Inventory: 234 pieces

**Model #: ML-4906 Star Wars 6" Play Balls:**

Name of China Factory: Shanghai Orlin Sports & Stationery Co., Ltd.  
No. 900 West Pingfu Road, Pingan Town  
Fengxian, Shanghai, China

# of Units Shipped: 54,046 pieces

When Shipped: April 21<sup>st</sup>, April 30<sup>th</sup>, & May 3<sup>rd</sup>

Current Location of Shipments: Dollar Tree USA Stores

Customer's Name: Dollar Tree

Rand's Present Inventory: 0 pieces

**Model #: ML-5919 Star Wars Mini Hoop Sets:**

Name of China Factory: Concord Toys International Ltd.  
Zhongyue Building Fengxin 2<sup>nd</sup> Road  
Chenghai, Shantou, Guangdong Providence, China

# of Units Shipped: 137,034 pieces (April 12<sup>th</sup>/18<sup>th</sup>) 15,876 pieces (May 28<sup>th</sup>)

When Shipped: April 12<sup>th</sup>, April 18<sup>th</sup>, & May 28<sup>th</sup>

Current Location of Shipments: Dollar Tree USA Stores

Customer's Name: Dollar Tree

Rand's Present Inventory: 0 pieces

June 23, 2008 Page 3

**Model #: ML-209-4 Star Wars 3 Pack Mini Space Discs:**

Name of China Factory: Kai Shun Toy Company Ltd.  
Yang Gong Zhou Industrial Area, Sha Tian Town  
Dong Guan City, Guang Dong Province, China  
# of Units Shipped: 149,952 pieces  
When shipped: April 14<sup>th</sup> - April 19<sup>th</sup>  
Current Location of Shipments: Dollar Tree USA Stores  
Customer's Name: Dollar Tree  
Rand's Present Inventory: 0 pieces

**Model #: ML-1-1008 Star Wars 8" Splash Disc:**

Name of China Factory: Concord Toys International Ltd.  
Zhongyue Building Fengxin 2<sup>nd</sup> Road  
Chenghai, Shantou, Guangdong Providence, China  
# of Units Shipped: 96,072 pieces  
When Shipped: Between April 18<sup>th</sup> and April 21<sup>st</sup>.  
Current Location of Shipments: Dollar Tree USA Stores  
Customer's Name: Dollar Tree  
Rand's Present Inventory: 0 pieces

**Model #: SW-6600 Star Wars 6 Volt Battery Operated Quad:**

This Model will start supplying July 8<sup>th</sup>.

Name of China Factory: Weikesi Children Toys Coy. Ltd.  
Nanxing Village Quantang Town,  
Pinghu City, Zhejiang

**Model #: SW-60020BG Star Wars 20" Beach Ball:**

Name of China Factory: Jinhua Baide Plastic Production Co., Ltd.  
Building No. 8 - 9 Senjyu Industrial Park Triangle  
Economic Development Zone,  
Jinhua, Zhejiang, China  
# of Units Shipped: 48,080  
When Shipped: May  
Curent Location of Shipments: Dollar Tree Stores USA  
Customer Name: Dollar Tree  
Rand's Present Inventory: 0 pieces

**Model #: SW-4010 Star Wars Clone Toy Skates:**

Rand expects first shipment to supply next week if TRU maintains present PO.

Name of China Factory: Twinkle Plastic Mfg. Co., Ltd.  
Shijia Industrial Area,  
Shijie, Dongguan, China

June 23, 2008 Page 4

**Model #: SW-9778 Star Wars Clone Trooper Helmets:**

This product will supply from Twinkle Plastic Mfg. Co., Ltd.  
Shijia Industrial Area,  
Shijie, Dongguan, China

The cargo is made at the factory and the TRU PO was cancelled.

**Model #: SW-2000 Star Wars Clone Skateboards:**

Name of China Factory: Sportward Enterprise Co., Ltd.  
3th Project, Wenxi Road,  
Hardware Science & Technology Industrial Zone,  
YongKang  
Zhejiang, China

The cargo is made at the factory and the TRU PO was cancelled.

**Model # SW-031 Star Wars Clone Scooter:**

Name of China Factory: Jinyun Hengfeng Aluminum Co., Ltd.  
Xinxi Road, Xinjian Town, JinYun City,  
Zhejiang, China

The cargo is made at the factory and the TRU PO is cancelled.

**Model # SW-1668L Star Wars Clone 16" Bicycle w/Litho Box:**

Name of China Factory: LiWang Cycle Jurong Co., Ltd.  
212400 Tai Wan Town  
North of Ning Hang Road  
Jurong, Jiangsu, China

Cargo will not bring to market.

**NEW ARRIVALS IN FARMINGDALE, NEW YORK JUNE 23<sup>RD</sup>:**

SW-021 Star Wars Folding Scooter 720 pieces  
SW-5 Star Wars 3 Wheel Toy Scooter 720 pieces

**NEW ARRIVALS IN CARSON, CA. JUNE 23<sup>RD</sup>:**

SW-5045 Star Wars Fly Disc w/ Launcher 116,640 pieces

Name of China Factory: Chen Hongda Plastic Craft Toy Factory  
Pu Mei An Hu Lu Duan, Shan Tou, ChengHai  
Shan Tou/Cheng Hai  
China 515800

RAND WILL PROVIDE OUR OFFICIAL SECOND QUARTER ROYALTY REPORT TO LUCAS FILM  
DURING JULY IN A TIMELY FASHION.

# Exhibit 2



**David Anderman**

---

**From:** joyce-sk.chan@hk.bureauveritas.com  
**Sent:** Thursday, July 10, 2008 10:28 PM  
**To:** David Anderman  
**Cc:** ada.sze@hk.bureauveritas.com; brian.choi@hk.bureauveritas.com;  
 cherie.chan@hk.bureauveritas.com; gladys.ma@hk.bureauveritas.com;  
 henry.ho@hk.bureauveritas.com; jenny.lam@hk.bureauveritas.com;  
 natalie.yu@hk.bureauveritas.com  
**Subject:** RE: Technical Inquiry / Li Chen / 5208-143-0851

Dear David,

Thank you for calling.

It is confirmed that two kinds of black paint on different part of bicycle was the same respectively. Therefore we extracted and mixed those for testing.

for testing TAT, kindly check with our customer service executive as per our conversation.

Should you have any query, please feel free to contact us.

Best regards,

Joyce Chan  
 Heavy Metals Department  
 Toys, Premium and Juvenile Products Division

Bureau Veritas Hong Kong Limited  
 2/F, Pacific Trade Centre, 2 Kai Hing Road,  
 Kowloon Bay, Kowloon, Hong Kong.  
 Tel.:(852) 2331-0888  
 Fax:(852) 2331-0889  
 Direct line: (852) 2331-0786  
 Email: joyce-sk.chan@hk.bureauveritas.com  
 "David Anderman" <David.Anderman@lucasfilm.com>

<p>"David Anderman"          &lt;David.Anderman@lucasfilm.com&gt;            07/11/2008 11:21 AM</p>	<p>To: Joyce SK          Chan/HKG/VERITAS@VERITAS          cc: Natalie          Yu/HKG/VERITAS@VERITAS, Jenny          Lam/HKG/VERITAS@VERITAS, Cherie          Chan/HKG/VERITAS@VERITAS, Brian          Choi/HKG/VERITAS@VERITAS, Ada          Sze/HKG/VERITAS@VERITAS, Gladys          Ma/HKG/VERITAS@VERITAS, Henry          Ho/HKG/VERITAS@VERITAS          Subject: RE: Technical Inquiry / Li Chen /          5208-143-0851          Ref.:</p>
--	--

8/16/2008

Dear Joyce:

Thank you for your very prompt response, as well as the photo. Could you please confirm that the reason for the failure is the fact that the black paint used on all of those parts contains lead? Would it be unusual to find the same result (970 mg/kg of lead as indicated on the report) on all of those parts?

In addition, I would appreciate it if one of the people cc'd on this message could confirm whether it is possible for the manufacturer, Rand International, to resubmit the bike in question for retesting on an expedited basis, and how long that would take. Is there currently a backlog for testing at BV?

Thank you for your help.

David

---

David J. Anderman  
Senior Director of Business Affairs  
Lucasfilm Ltd.  
P.O. Box 29901  
San Francisco, CA 94129-0901  
Phone: (415) 623-1698  
Fax: (415) 623-1059  
E-mail: danderman@lucasfilm.com

---

---

**From:** joyce-sk.chan@hk.bureauveritas.com [<mailto:joyce-sk.chan@hk.bureauveritas.com>]

**Sent:** Thursday, July 10, 2008 7:44 PM

**To:** David Anderman

**Cc:** natalie.yu@hk.bureauveritas.com; jenny.lam@hk.bureauveritas.com;  
cherie.chan@hk.bureauveritas.com; brian.choi@hk.bureauveritas.com;  
ada.sze@hk.bureauveritas.com; gladys.ma@hk.bureauveritas.com;  
henry.ho@hk.bureauveritas.com

**Subject:** Technical Inquiry / Li Chen / 5208-143-0851

Dear Mr. Danderman,

Thank you for your enquiry to Jada.

Kindly find the image attached which indicates the failure location.

*(See attached file: 52081430851c.jpg)*

8/16/2008

should you have any query, please feel free to contact us.

Best regards,

Joyce Chan  
Heavy Metals Department  
Toys, Premium and Juvenile Products Division

Bureau Veritas Hong Kong Limited  
2/F, Pacific Trade Centre, 2 Kai Hing Road,  
Kowloon Bay, Kowloon, Hong Kong.  
Tel: (852) 2331-0888  
Fax: (852) 2331-0889  
Direct line: (852) 2331-0786  
Email: joyce-sk.chan@hk.bureauveritas.com

NOTICE: This message contains information which is confidential and the copyright of our company or a third party. If you are not the intended recipient of this message please delete it and destroy all copies. If you are the intended recipient of this message you should not disclose or distribute this message to third parties without the consent of our company. Our company does not represent, warrant and/or guarantee that the integrity of this message has been maintained nor that the communication is free of virus, interception or interference. The liability of our company is limited by our General Conditions of Services.

# Exhibit 3

Redacted

----- Original Message -----

From: joyce-sk.chan@hk.bureauveritas.com <joyce-sk.chan@hk.bureauveritas.com>

To: David Anderman

Cc: natalie.yu@hk.bureauveritas.com <natalie.yu@hk.bureauveritas.com>; jenny.lam@hk.bureauveritas.com <jenny.lam@hk.bureauveritas.com>; cherie.chan@hk.bureauveritas.com <cherie.chan@hk.bureauveritas.com>; brian.choi@hk.bureauveritas.com <brian.choi@hk.bureauveritas.com>; ada.sze@hk.bureauveritas.com <ada.sze@hk.bureauveritas.com>; gladys.ma@hk.bureauveritas.com <gladys.ma@hk.bureauveritas.com>; henry ho@hk.bureauveritas.com <henry.ho@hk.bureauveritas.com>

Sent: Thu Jul 10 19:44:15 2008

Subject: Technical Inquiry / Li Chen / 5208-143-0851

Dear Mr. Danderman,

Thank you for your enquiry to Jada.

Kindly find the image attached which indicates the failure location.

(See attached file: 52081430851c.jpg)

should you have any query, please feel free to contact us.

Best regards,

Joyce Chan

Heavy Metals Department

Toys, Premium and Juvenile Products Division

Bureau Veritas Hong Kong Limited

2/F, Pacific Trade Centre, 2 Kai Hing Road,

Kowloon Bay, Kowloon, Hong Kong.

8/18/2008

Tel.:(852) 2331-0888

Fax:(852) 2331-0889

Direct line: (852) 2331-0786

Email: joyce-sk.chan@hk.bureauveritas.com

NOTICE: This message contains information which is confidential and the copyright of our company or a third party. If you are not the intended recipient of this message please delete it and destroy all copies. If you are the intended recipient of this message you should not disclose or distribute this message to third parties without the consent of our company. Our company does not represent, warrant and/or guarantee that the integrity of this message has been maintained nor that the communication is free of virus, interception or interference. The liability of our company is limited by our General Conditions of Services.

bright black coating on  
handle bar, forks, frame of  
training wheel

dull black coating on seat post,  
brake, crank arm, axis of wheel,  
chain wheel, axle of pedals

52081430851

# Exhibit 4





July 11, 2008

VIA E-MAIL, FACSIMILE, AND FEDEX

Mark Worksman  
Rand International, Inc.  
51 Executive Boulevard  
Farmingdale, NY 11735

Re: *Merchandise License Agreement (Contract No. L5179)*

Dear Mr. Worksman:

We received a number of different e-mail messages from you over the last 24 hours. The most important thing that is clear from all of these messages is that Rand and Lucasfilm agree that we need to facilitate an orderly departure to the terminated *Star Wars* License Agreement. To accomplish this transition, we would appreciate it if Rand could address all messages from now on to me, with copies to Howard Roffman and Paul Southern.

We reached an agreement during the July 9 telephone conversation with Howard. My e-mail of July 10 simply outlined the terms of that agreement. It seems however that there are some details that you feel need to be worked out as we wind up the relationship. Most important, you apparently want to reopen discussions about a sell-off of *Star Wars* products. We are happy to discuss how to make the departure as smooth as possible and "fast track" the termination, and appreciate the various efforts you made to do so, under no circumstances are we willing to consider a sell-off of any more *Star Wars* products by Rand.

As we both agree, the issue of selling off existing inventory, and how to handle the items that remain in various stages of production, specifically came up during your discussion with Howard, towards the end of the call. You noted that there were costs associated with repurposing those items, as well as costs that Rand incurred in the development process. As you quite rightly point out in the e-mail you sent to Paul and me at 3:56 pm yesterday (the "7/10 3:56 pm Message"), during the call you indicated that you wanted to examine the exit costs and inventory levels further, to see what you could sell-off or repurpose. In response to that Howard quite clearly told you that we cannot allow any inventory to be sold off, and that it was up to Rand whether anything could be repurposed. I also specifically said that we wanted to resolve all issues on the call, and we were not willing to wait for an analysis of inventory before doing so. At that point you asked whether we would consider refunding the advances that Rand has already paid in exchange for Rand's accepting responsibility for any costs. We agreed.

July 3, 2008

Page 2 of 4

It now seems that you want to revisit that agreement, as you feel that your costs will be higher than you anticipated. To be honest, both parties will bear additional costs and lost revenues as a result of Rand's breaches of the license. Among other costs to Lucasfilm, we need to fill a significant hole in our product line. I strongly suspect that the lost revenue and other damages to Lucasfilm will far exceed any costs to Rand associated with the limited inventory it has on hand or in process. In that respect, I think we were more than generous in agreeing to repay the advances.

While we have strongly considered the possibility of allowing a Rand to do a limited sell-off, it was always subject to the condition that Rand inform retailers of the results of the independent tests to ensure that the retailers were comfortable with what they were selling. We offered this to Rand numerous times, including in Christine Talarides' letters of June 26, July 1, and July 3. Indeed, last week we thought we had reached agreement with Allen Goldmeier on that precise point, and we were told a meeting had been scheduled. After much internal debate at Rand, which Allen acknowledged, Rand nonetheless decided not to proceed with the notification to Wal-Mart and other retailers. We now accept that decision subject to the agreement we made during the July 9 call—namely that no further *Star Wars* product be sold, and that Rand confirm that the products that have been sold are absolutely safe.

The fact is that we continue to have serious doubts and concerns about the quality of Rand's products. You will recall that one of the underlying facts we specifically agreed on during the call with Howard is that Lucasfilm is not in a position to decide between the different test results on the same item performed by two separate and independent testing labs. You instead encouraged us to rely on your expert judgment and reject the test results from Bureau Veritas. You also stated that you have e-mails from BV which show that their results were flawed, yet you never provided them to us. We decided to contact BV directly to see what they had to say about the tests, and I reached them yesterday.

I spoke with Jada Lam, an Executive in BV's Consumer Service Division, as well as Joyce Chan in the Heavy Metals Department of BV's Toys, Premium and Juvenile Products Division. I asked them to pull up report (5208) 143-0851, which is the failed test for the 16" bike. They explained the basis for the failure: the black paint used on various parts had unacceptable levels of lead in it. It is no more complicated than that. Wherever the black paint was used on the bike, the result was the same: it has lead. The blue paint, white paint, and surface lacquer were all fine. They said that if Rand wished to resubmit the bike for re-testing, they are free to do so. They said that there currently is not a backlog for testing, and that normal testing for a bike would be 13 working days, although Ms. Chan said they could do it in 11 days since they had no backlog. They also said that Rand was free to have the testing of the bike done on an expedited basis, with a three business day turnaround. Finally, Ms. Lam said she could not find any record that the bike had yet been resubmitted for testing.

July 3, 2008

Page 3 of 4

The call I had with BV validates our concerns about the safety of Rand's products. As you said on the July 9 call with Howard, our doubts and concerns about Rand's products were and are more than reasonable in light of the failed independent tests from BV, which Rand has yet to overturn. You also said that it would be reasonable for retailers, including both TRU and Wal-Mart, to have serious doubts and concerns about the quality of Rand's products based on the independent testing information. The fact is that TRU rejected all of Rand's products because Rand's products failed three independent product tests. Your implication that TRU's decision was motivated by some kind of "joint venture" between Lucasfilm and TRU is simply untrue, as no such joint venture exists: our relationship with TRU is no different than with other retailers.

We continue to believe that the Rand's multiple breaches of the License Agreement are incurable, as set forth in our June 18 letter notifying you of the termination. We offered you a number of opportunities to correct Rand's breaches in order for us to consider reinstating the contract. For example, over the past three weeks we have repeatedly asked Rand to resubmit the items that failed to BV for testing, and if the tests were reversed, we said we would consider allowing a limited sell-off of some Rand products subject to retailers being informed of the underlying facts (which we hoped would eventually include corrected tests from BV). It is now 23 days after our termination notice and only one product—the helmet—seems to have been retested, the results of which we only just received this morning. Even if our contract did allow for cure of breaches of this magnitude, the period for cure expired 20 days after our June 18 notice, and we cannot now turn back the clock.

With respect to the outstanding items from my July 9 e-mail, we appreciate your effort to provide the confirmations contained in the first paragraph of my message. We did not, however, receive any e-mail from you on July 9 confirming that "the only products Rand shipped were classic graphics," as stated in your 7/10 3:56 pm Message. Please resend that confirmation along with confirmation that the paint on those products was NOT the same as the paint on the products that failed the TRU tests. We would also appreciate your resending the tests that show the products passed testing, and that the testing was accepted by Wal-Mart (as outlined in my July 10 message), just so we can all be sure we are working from the same documents. The summary Rand prepared and sent us this morning listing the various tests is a start, but it does not include all of the underlying test results nor the documents which establish that Wal-Mart received them.

Please note that, to the extent your various messages ask us to confirm information or indicate that our failure to respond means we agree to something, except as set forth in this letter or our previous letters, you should assume we do not agree with your position. Also note that we consider the discussions we are having with respect to winding up the relationship are for purposes of trying to settle the disagreement between the parties and should be treated as confidential settlement communications.

We will shortly send you a copy of the settlement agreement so that we can sign it and fast-track the separation. We plan to start contacting retailers on Monday to notify them of the termination, and would like to work out what the message will be.

July 3, 2008

Page 4 of 4

As Howard said during the call, we are disappointed that our relationship is coming to an end, but appreciate the fact that we have agreed to wind things up amicably.

Sincerely,

A handwritten signature in dark ink, appearing to read "David J. Anderman", with a long horizontal flourish extending to the right.

David J. Anderman

Senior Director of Business Affairs

cc: Howard Roffman, Paul Southern

# Exhibit 5



June 18, 2008

**VIA FACSIMILE AND FEDEX**

RAND International, Inc.  
51 Executive Boulevard  
Farmingdale, NY 11735  
Attn: Steve Goldmeier

*Re: Notice of Termination for Breach (Contract No. L517)*

Dear Mr. Goldmeier:

This shall serve as notice that RAND International, Inc. ("RAND") is in default under the Merchandise License Agreement (Contract No. L5179) between Lucasfilm Ltd. ("Lucasfilm") and RAND dated October 1, 2007 (the "Agreement").

We have recently received testing results dated as of June 10, 2008 based on tests conducted by Bureau Veritas, an independent testing facility, on behalf of Toys R Us, with respect to the following Licensed Product: STAR WARS CLONE 16" BIKE. The test stated that the product has failed testing with respect to acceptable lead paint and heavy metal content levels. In addition, we have received the results of other independent tests carried out by Bureau Veritas on behalf of Toys R Us regarding non-compliance with respect to certain safety issues for the STAR WARS Scooter (folding scooter) product in the areas of component failure and strength testing (for example in connection with the failure of the frame and front wheel frame to pass dynamic strength testing).

Based on the foregoing reports, the products do not qualify as Licensed Products which we approve of and we do not approve of their release, distribution or sale in the market (see Paragraphs 4.6 of the Agreement on Recall of Products and 8 on Approvals generally). The information we have received leads us to reasonably suspect that these products and possibly other Licensed Products RAND is manufacturing (or is having manufactured on its behalf) are defective. As a result Lucasfilm demands that RAND immediately cease the manufacturing, distribution and/or sale of Licensed Products and take immediate actions to recall these Licensed Products that have been shipped to anyone, including to resellers, distributors, retailers, and/or consumers.

Paragraph 4.4 of the Agreement requires that each Licensed Product, among other things, comply "with all good manufacturing practices relevant to any Licensed Property and/or Licensed Products including methods of storage." The failure of two different products to pass safety testing for two different reasons clearly demonstrates RAND does not have sufficient control of its manufacturing processes to comply with the requirement to have good manufacturing practices. Notably, we do not have in our files the required Approval of



June 18, 2008

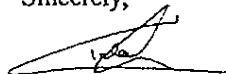
Page 2 of 2

Manufacturer Agreements executed by RAND and its manufacturers. In addition this paragraph requires RAND, as Licensee, to comply with all laws and regulations relevant to any Licensed Products, including the manufacturing and sale of such products. Furthermore, Paragraph 10.2(e) of the Agreement provides that RAND represents and warrants that "it and all others authorized by it or acting on its behalf" comply with all applicable laws, rules and/or regulations relating the manufacture, sale, use and safety of each Licensed Product sold.

The failure of these Licensed Products to pass routine safety tests indicates that these products are apparently inherently unsafe. Such failures constitute material breaches of the Agreement, including without limitation breaches of Paragraphs 4.4 and 10.2(e). The bicycle products have failed the lead testing at a time when there are heightened safety concerns surrounding lead paint in products for children. In addition, Toys R Us, one of the major retailers of STAR WARS products is refusing to accept these products because they believe these products to be unsafe. RAND, as a licensee of Lucasfilm, has committed under the Agreement to produce STAR WARS licensed items which are of a high quality and maintain the brand image of the STAR WARS name. Because of the serious nature of these safety issues, we believe that the production and distribution of these products would significantly compromise and damage the STAR WARS brand and trademark in the consumer market and also damage the reputation and goodwill of Lucasfilm. These breaches are not curable given their endangerment of young consumers in the United States and also given the fact that the agreed on product and marketing plans provide that the products must be on shelf no later then July 26, 2008. Lucasfilm is and will incur significant damages as a result of these incurable breaches as it has detrimentally relied on RAND to produce and sell Licensed Products which comply, among other things, with all rules and regulations pertaining to the safety of products and this will negatively impact its licensing program.

In light of the foregoing, Lucasfilm hereby exercises its right to immediately terminate the Agreement pursuant to Paragraph 14 of the Agreement. In addition we demand that you send to us an immediate accounting in writing of the names and contact information of any persons, including resellers, distributors and/or retailers, to whom, if any, the products in question have been sent to. The foregoing shall not be deemed a waiver of any rights or remedies that may be available to Lucasfilm, each of which is expressly reserved, including without limitation RAND's indemnity obligations under the Agreement.

Sincerely,



Christine K. Talarides  
Director of Business Affairs

cc: David J. Anderman  
Howard Roffman  
Paul Southern



June 20, 2008

VIA E-MAIL, FACSIMILE AND FEDEX

Rand International, Inc.  
51 Executive Boulevard  
Farmingdale, NY 11735  
Attn: Mark Workman

Re: *Merchandise License Agreement (Contract No. L5179)*

Dear Mr. Workman:

I am writing to follow up on our conference call earlier today regarding our letter of June 18. We appreciate your summarizing once again the background regarding these serious issues. As we discussed, we are well aware of the history between Rand and Toys R Us (TRU), and we were supportive of Rand's efforts to become a supplier of STAR WARS branded products to TRU.

We also discussed the following facts. We have been provided with specific test results from an independent testing lab for at least two separate STAR WARS branded Rand products which indicate that those products are not safe for retail sale. One of the largest retailers of STAR WARS toys has decided not to carry those products based on the tests. While product safety issues are always critical, there has been a particular focus on lead based paint and other safety issues in children's products over the past year. Finally, the STAR WARS brand is one of the most valuable and respected brands in the world, and cannot be associated with products that are not of the best possible quality, much less those that have failed independent safety tests.

We appreciate your acknowledgment that all of these facts are true, and that our response—demanding that the products not appear in retail stores—is entirely reasonable given the circumstances. While we are more than willing to hear what Rand intends to do to establish that these products are in fact safe and re-establish the vendor relationship with TRU, for the time being our position remains as stated in our June 18 letter.

As an initial matter, you agreed to take the following actions immediately:

1) You will ensure that no Licensed Products enter the market or are made available to consumers. You indicated during the telephone call that you are not aware of any STAR WARS products appearing on-shelf with any retailer (which is consistent with the July 26 on-shelf date). Following the call, we received an e-mail from you which stated that Rand has made shipments to Wal-Mart and Comatt. Please confirm in writing that these are the only



June 20, 2008

Page 2 of 2

Licensed Products in all categories which have been shipped to retailers by the close of business on Monday, June 23.

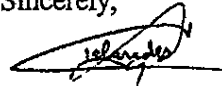
2) To the extent any Licensed Products are with retailers or in transit to retailers (or with any party outside Rand's direct control), you will immediately recall such Licensed Products and stop any additional Licensed Products from being shipped, including without limitation the products which have been shipped to Wal-Mart and Comatt.

3) You will provide to Lucasfilm with a complete written inventory of all the Licensed Products in all categories that have been manufactured, and which items have been shipped. Your second email of today included a partial inventory of bikes and scooters in Rand's warehouse, which we appreciate you sending. The complete inventory needs to include, at a minimum and without limitation, the following information for each product: name of product, model and SKU numbers, number of units manufactured (and name of manufacturing company and actual plant of manufacture), number of units shipped, when such units shipped, the current location of each unit, the destination of shipment and name and location of the retailer being shipped to. Lucasfilm of course has the right to demand such an inventory and confirm its accuracy in accordance with the terms of the License Agreement, and we reserve our right to conduct a physical inventory. We expect to receive the inventory by the close of business on Monday, June 23.

If Rand fails to recall the Licensed Products and do everything in its power to prevent them from reaching consumers, Lucasfilm will file for injunctive relief in order to protect its rights without further notice to you.

We expect your full cooperation in resolving this serious issue and hope that the problems are corrected to the full satisfaction of both Lucasfilm and Rand.

Sincerely,



Christine K. Talarides  
Director of Business Affairs

cc: Alan Goldmeier  
Steve Goldmeir  
David J. Anderman  
Howard Roffman  
Paul Southern

# Exhibit 6

**Lucas Licensing Product Approval (Domestic/Worldwide)**

**Licensee:** RAND  
INTERNATIONAL  
51 EXECUTIVE BLVD

FARMINGDALE, NY 11735

**Contact:** Elizabeth Tangen

**Phone:** 631-249-6000

**Fax:** 631-249-6015

**E-mail:** etangen@randinternational.com

**Date Sent to LLL:** 07/15/08

**Date Received:**

**Date Returned:**



<b>Mktg. Year:</b>	2008
<b>Property:</b>	Episode I, Episode I, Episode II, Episode II, Episode III, Episode III, Star Wars Classic, Star Wars Classic, The Clone Wars (Animated Series), The Clone Wars (Animated Series), The Clone Wars (Cartoon Network), The Clone Wars (Cartoon Network)
<b>Assortment:</b>	Ride On
<b>Item Name:</b>	6 Volt Quad
<b>Item #:</b>	SW-6600
<b>Submitted Item:</b>	6 Volt Quad Clone Wars & Clone Wars
<b>Develop. Stage:</b>	Production
	New Revised
<b>Check List:</b>	<input type="checkbox"/> Art <input type="checkbox"/> Merchandising <input type="checkbox"/> Editorial <input type="checkbox"/> Marketing <input type="checkbox"/> Legal

**Licensee Comments:** Production sample

**LLL Comments:**

**Status:**

- ☐ Approved  
☐ Approved with Changes  
☐ Disapproved  
☐ Resubmit